



Commissioner for Patents  
P.O. Box 1450,  
Alexandria, VA 22313-1450

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Practitioner's Docket No.: **CRD - 5064** (PATENT Application)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**In re application of:** Michael O'Hara, Cordis Corporation

**For:** Radioprotective Compound Coating for Medical Devices, the specification of which was filed on **February 24, 2004**, as Application Serial No. **10/785519**.

**Express Mail Certificate**

"Express Mail" Mailing Number: EV 313406572 US

Date of Deposit: September 15, 2004

I hereby certify that this petition/correspondence is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria VA 22313-1450.

Laurie Phillips

(Typed or Printed Name of person mailing paper and/or fee)

Laurie Phillips

(Signature of person mailing paper and/or fee)

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**In re application of:** Michael O'Hara, Cordis Corporation

**For:** Radioprotective Compound Coating for Medical Devices, the specification of which was filed on **February 24, 2004**, as Application Serial No. **10/785519**.

**PETITION BY PERSON HAVING PROPRIETARY INTEREST TO FILE APPLICATION  
ON BEHALF OF INVENTOR WHO REFUSES TO SIGN  
(37 C.F.R. § 1.47(b))**

1. The person/party having a proprietary interest in the above identified application, signs below and petitions to make this application on behalf of the sole non-signing inventor:

Michael D. O'Hara, Ph.D. who refuses to sign the application.

(Name of omitted nonsigning sole inventor)

2. This petition is accompanied by (i) a showing of sufficient proprietary interest, (ii) proof of the pertinent facts and (iii) the last known address of the non-signing inventor as set forth in the accompanying:

**STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF OF NONSIGNING  
INVENTOR (37 C.F.R. § 1.47).**

3. The fee set forth in § 1.17(h) (\$ 130.00), required by 37 C.F.R. § 1.47(a), is paid as follows:  
Authorization is hereby made to charge the amount of \$130.00 to  
Deposit Account No. 10-0750.

Please charge any additional fees required by this paper or credit any overpayment in the manner authorized above. A duplicate of this paper is attached.

4. The person making this statement is the owner or a person authorized to sign on behalf of the owner on the basis of supporting papers attached.

Carl Evens

(Name of person signing)

Assistant Secretary

(Official capacity of person who signs)

  
(Signature)



Practitioner's Docket No.: **CRD – 5064** (PATENT Application)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**In re application of:** Michael O'Hara, Cordis Corporation

**For:** Radioprotective Compound Coating for Medical Devices, the specification of which was filed on **February 24, 2004**, as Application Serial No. **10/785519**.

**ADDED PAGE TO COMBINED DECLARATION AND POWER OF ATTORNEY FOR  
SIGNATURE BY PERSON WITH SUFFICIENT PROPRIETARY INTEREST WHERE NO  
INVENTOR IS AVAILABLE TO SIGN AND ON BEHALF OF ALL THE INVENTOR(S)  
WHO REFUSE(S) TO SIGN OR CANNOT BE REACHED  
(37 C.F.R. § 1.47(b))**

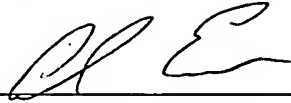
I, Carl Evens, as assistant secretary of Cordis Corporation, and authorized to act on behalf of Cordis Corporation hereby declare that:

- I.** I am a citizen of, the United States of America, residing at 47 Bernard Street, Branchburg, NJ, 08876.
- II.** I am authorized by the following person or juristic entity with sufficient proprietary interest,  
**Cordis Corporation** (a Corporation of the State of Florida, located at:)  
14201 N.W. 60<sup>th</sup> Avenue  
Miami Lakes, FL 33014.  
As Carl Evens, Patent Counsel, and Assistant Secretary, Cordis Corporation
- III.** By virtue of this proprietary interest, I sign this declaration on behalf of, and as agent for Michael O'Hara, a nonsigning sole-inventor who refused to sign, and whose country of citizenship is the United States of America, and last known home address was:  
14 Herleman, Rd  
Stewartsville, NJ, 08886
- IV.** Upon information and belief, I aver those facts that the inventor is required to state, 37 C.F.R. § 1.64(b).
- V.** Accompanying this declaration is a:

(1) Petition by Person Having Proprietary Interest to File Application on Behalf of Inventor Who Refuses to Sign (37 C.F.R. § 1.47(b)) to establish the proof of pertinent facts, and to show that such action is necessary to preserve the rights of the parties or to prevent irreparable damage, and

(2) the petition fee of \$ 130.00. (37 C.F.R. § 1.17(h))

Respectfully Submitted:



\_\_\_\_\_  
Carl Evens, Assistant Secretary,  
Cordis Corporation  
Reg. No.: 33,874

\_\_\_\_\_  
September 15, 2004

Date



Practitioner's Docket No.: **CRD – 5064** (PATENT Application)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**In re application of:** Michael O'Hara, Cordis Corporation

**For:** Radioprotective Compound Coating for Medical Devices, the specification of which was filed on **February 24, 2004**, as Application Serial No. **10/785519**.

**STATEMENT OF FACTS IN SUPPORT OF FILING  
ON BEHALF OF NONSIGNING INVENTOR (37 C.F.R. § 1.47 )**

This statement is made as to the exact facts that are relied upon to establish the diligent effort made to secure the execution of the declaration by the nonsigning inventor for the above-identified patent application before deposit thereof in the Patent and Trademark Office, because signing on behalf of the nonsigning inventor is by a person or entity showing a sufficient proprietary interest, this statement also recites facts as to why this action was necessary to preserve the rights of the parties or to prevent irreparable damage.

This statement is being made by the available person having first-hand knowledge of the facts recited therein.

**IDENTIFICATION OF PERSON MAKING THIS STATEMENT OF FACTS**

**Name:** Carl J. Evens

**Address:** 47 Bernard Street, Branchburg, NJ 08876

**LAST KNOWN ADDRESS OF THE NONSIGNING INVENTOR**

**Full name of nonsigning sole inventor:** Michael D. O'Hara, Ph.D.

**Last known address of  
nonsigning inventor:** 14 Herleman Road  
Stewartsville, NJ 08886

**Other addresses at which  
The nonsigning inventor  
may be reached:** Food & Drug Administration  
Office of Science and Engineering Laboratories  
Center for Devices and Radiological Health,  
9200 Corporate Blvd. (HFZ-114)  
Rockville, MD 20850

**DETAILS OF EFFORTS TO REACH NONSIGNING INVENTOR and DETAILS OF REFUSAL OF NONSIGNING INVENTOR TO SIGN APPLICATION PAPERS**

I, Carl J. Evens, having firsthand knowledge of the facts recited therein, and Registered Patent Attorney for Johnson & Johnson and Assistant Secretary for Cordis Corporation, have contacted the sole inventor, Michael D. O'Hara at his place of employment, the FDA, Office of Science and Engineering Laboratories, CDRH, in Rockville, MD. Repeated attempts requesting that Dr. O'Hara sign the required papers were made and Dr. O'Hara has repeatedly indicated that because of his current position with the FDA, he is unable to comply with our request for his signature and as such refuses to sign the combined declaration of power of attorney form required to complete the application. A copy of the application papers was sent to Dr. O'Hara's residence as well as his place of employment on January 20<sup>th</sup>, and June 8<sup>th</sup> 2004 respectively. (see attached cover letters). At 12:00 noon on July 30<sup>th</sup>, 2004, Dr. O'Hara indicated via a phone message to me, that the FDA would not allow him to sign the application papers.

**PROOF OF NEED TO PREVENT IRREPARABLE DAMAGE OR PRESERVE THE RIGHTS OF THE PARTIES**

As the attached employment agreement and application for employment between Dr. O'Hara and JJIS (Currently known as Cordis) dated 9/10/1996, and executed by Michael O'Hara indicate, Dr. O'Hara is required to execute any applications, assignments or other instruments that are necessary to apply for and obtain Letters Patent in the United States. This obligation continues beyond the termination of employment with respect to inventions conceived or made during Dr. O'Hara's employment. The patent application entitled "Radioprotective Compound Coating for Medical Devices" was filed on February 24<sup>th</sup>, 2004 (SN# 10/785519) and covers an invention made during Dr. O'Hara's employment with Cordis and as such is covered by this agreement. A notice of missing parts was mailed to the undersigned on May 17<sup>th</sup>, 2004. Cordis Corporation as owner of these potential patent rights has a sufficient proprietary interest in this application, which will become abandoned once the extension of time under 37 CFR 1.136 elapses. Accordingly, Cordis Corporation, having diligently prepared the application and having undertaken repeated unsuccessful efforts to obtain Dr. O'Hara's signature (who is no longer employed by Cordis), wishes to preserve their rights and interest in this application. Specifically Cordis wishes to prevent irreparable damage by having the original filing date assigned in order to establish a priority date for the application. (SN# 10/785519)

**STATEMENT ESTABLISHING PROPRIETARY INTEREST BY PERSON SIGNING ON BEHALF OF NONSIGNING INVENTOR**

I, Carl J. Evens residing at 47 Bernard Street, Branchburg NJ, 08876 am the person signing the declaration on the above-identified application on behalf of the nonsigning inventor and make this statement as to the facts establishing my proprietary interest.

As of the date I signed the declaration for this application, the proprietary interest in this invention belonging to the following juristic person:

**Cordis Corporation** (a Corporation of the State of Florida, located at:)  
14201 N.W. 60<sup>th</sup> Avenue  
Miami Lakes, FL 33014.

and I am authorized to sign the statement on behalf of Cordis, my title being:

**Assistant Secretary, Cordis Corporation**

I establish the proprietary interest by attaching a copy of the agreement whereby the nonsigning inventor agreed to assign this invention. A "STATEMENT UNDER 37 CFR 3.73(b)" (PTO/SB/96 ) is attached.

**STATEMENT BY PERSON HAVING FIRST HAND KNOWLEDGE THAT NONSIGNING INVENTOR WAS EMPLOYEE OR OTHERWISE OBLIGATED TO PERSON WITH SUFFICIENT PROPRIETARY INTEREST WHEN INVENTION MADE**

I, Carl J. Evens, residing at 47 Bernard Street, Branchburg NJ, 08876 make this statement in support of the STATEMENT ESTABLISHING PROPRIETARY INTEREST BY PERSON SIGNING ON BEHALF OF NONSIGNING INVENTOR in this application, which I have read.

I have also read the above-identified specification and claims and I confirm that I have first hand knowledge that the omitted inventor made the above-identified invention while in the employ of or otherwise obligated to the entity showing a proprietary interest for which I have previously set forth above.

Respectfully Submitted:



\_\_\_\_\_  
Carl Evens, Assistant Secretary,  
Cordis Corporation,  
Reg. No.: 33,874

September 15, 2004  
Date

### **ADDITIONAL SUPPORTING DOCUMENTS**

The following items are attached:

1. Proof of authority to sign on behalf of Cordis Corporation, a Johnson & Johnson Company.
2. Duplicate of Authorization to charge appropriate fees to Deposit Account.
3. Copies of cover letters sent to nonsigning inventor's residence and place of employment.
4. Employment Agreement between JJIS/Cordis and nonsigning inventor.
5. Nonsigning Inventors application for employment.
6. Statement Under 37 CFR 3.73(b).





Cordis Corporation

ACTION AUTHORIZED BY  
UNANIMOUS CONSENT OF DIRECTORS  
IN LIEU OF A  
SPECIAL MEETING OF DIRECTORS

The undersigned, being all of the Directors of Cordis Corporation, a Florida corporation, pursuant to the provisions of Florida General Corporation Act, Section 607.0821, do hereby authorize and consent to the following action being taken in lieu of a Special Meeting of Directors:

RESOLVED: that the election of C. Evens as Assistant Secretary of this Corporation, effective as of September 1, 2000, be and it hereby is ratified, approved and confirmed.

R. W. Croce

T. L. Fowler

E. Roth

Effective Date: August 15, 2002



Duplicate of Authorization to Charge Deposit Account

Authorization is hereby made to charge the amount of \$130.00 to Deposit Account No. 10-0750 as required by 37 CFR § 1.17(h).

Please charge any additional fees required by this paper or credit any overpayment in the manner authorized above.

A handwritten signature in dark ink, appearing to read "CE", written over a horizontal line.

Carl Evens, Assistant Secretary,  
Cordis Corporation  
Reg. No. 33,874

September 15, 2004

Date

DATE: 4-4-96



COPY

# Johnson & Johnson

FAMILY OF COMPANIES

## APPLICATION for EMPLOYMENT

NAME: O'HARA LAST  
Michael FIRST  
Dennis MIDDLE

Applications are maintained for up to one year. If you wish to be considered after one year you must reapply. All applications are subject to the review of various governmental agencies having regulatory authority over this company.

If you need more space for your answers, please attach a separate sheet. Feel free to add any additional information which will help us in placing you where you are best qualified.

**LEADERSHIP BEYOND COMPLIANCE**

*An Equal Opportunity Employer*

IN ORDER TO DETERMINE YOUR PHYSICAL ABILITY TO PERFORM THE ESSENTIAL FUNCTIONS OF THE POSITION FOR WHICH YOU HAVE APPLIED, IT MAY BE NECESSARY FOR YOU TO TAKE A PHYSICAL EXAM IF A JOB OFFER IS MADE. ARE YOU WILLING TO DO THIS? ☒ YES ☐ NO

IT IS UNDERSTOOD THAT EMPLOYMENT AT JOHNSON & JOHNSON OR ANY OF ITS SUBSIDIARY OR AFFILIATED COMPANIES IS CONTINGENT UPON MY COMPLETING SATISFACTORILY THE REQUIRED PHYSICAL EXAMINATION, INCLUDING A DRUG TEST.

What is your Immigration Status?   X   U.S. Citizen            Permanent Resident (Green Card)            Other (Please specify)  
(Proof of Citizenship or Immigration Status will be required upon employment.)

If you are under 18 years of age can you provide required proof of eligibility to work?            Yes            No

Have you ever been convicted of a felony?            Yes   X   No If yes, date of last conviction:                                 

Please list any convictions you have had for the following crimes in the space indicated below:

- I. Any felony or misdemeanor under federal law or felony under state law for conduct relating to the development or approval of any drug product or relating to the regulation of any drug product under the Federal Food, Drug and Cosmetic Act, or a conspiracy to commit or aiding or abetting such criminal offense;
- II. Any felony which involves bribery, payment of illegal gratuities, fraud, perjury, false statements, racketeering, blackmail, extortion, falsification or destruction of records, interference with, obstruction of an investigation into, or prosecution of, any criminal offense, or conspiracy to commit, or aiding or abetting, such felony.

For each conviction, include:

1. The title and section of the federal or state statute involved:

2. The conviction and sentencing dates:

3. The court entering judgement:

4. The case or docket number:

5. A brief description of the offense:

#### SECRECY AGREEMENT:

Have you signed a secrecy & invention agreement in favor of any previous employer?            Yes   X   No If yes, please give their name(s):

However I am involved in a Patent Application with other Investigators

Are you under any obligation to a previous employer, through a secrecy and invention agreement, or otherwise, restricting your acceptance of employment with a competitive firm?            Yes   X   No

Should I become an employee of Johnson & Johnson or any of its subsidiary or affiliated companies, I agree, in consideration of such employment, that I will not divulge to others or use for my own benefit any confidential information obtained during the course of my employment relating to sales, research & development, formulas, processes, methods, machines, manufactures, compositions, ideas, improvements or inventions belonging to or relating to the affairs of Johnson & Johnson or of the subsidiary or affiliated company by whom I am employed.

I certify that the answers provided by me herein, and the representations made on my resume, if any, are to the best of my knowledge and belief, true and correct without reservation and if found to be false would be considered by me as just cause for discharge. I further affirm that I have not knowingly withheld any facts or circumstances that would detrimentally affect this application.

It is understood that employment at Johnson & Johnson or any of its subsidiary or affiliated companies is contingent upon my completing satisfactorily the required physical examination, including a drug test.

I further understand and agree that any offer of employment will be on an employment-at-will basis. As such, both the company and I will have the right to terminate this employment at any time and for any reason.

I hereby authorize this company to verify any and all information contained in this application and to inquire about my ability and qualifications for employment from former employers and others, and I hereby release all concerned from any liability in connection with gathering such information.

Michael D. Harris  
Applicant's Signature

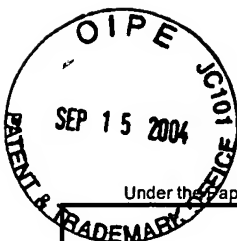
4-5-96

Date

James A. Hamilton  
Witness (Company Interviewer)

4-5/96

Date

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Michael D. O'Hara Cordis CorporationApplication No./Patent No.: 10/785,519 Filed/Issue Date: February 24, 2004Entitled: Radioprotective Compound Coating for Medical DevicesCordis Corporation, a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or2. ☐ an assignee of less than the entire right, title and interest.The extent (by percentage) of its ownership interest is \_\_\_\_\_ %  
in the patent application/patent identified above by virtue of either:

A. [ ] An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. [ ] A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

[ ] Additional documents in the chain of title are listed on a supplemental sheet.

[X] Copies of assignments or other documents in the chain of title are attached. *EMPLOYMENT AGREEMENT*  
[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

September 15, 2004

Date

732-524-2518

Telephone number

Carl J. Evens

Typed or printed name

Signature

Assistant Secretary, Cordis Corporation

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



Johnson & Johnson

OFFICE OF  
GENERAL COUNSEL

ONE JOHNSON & JOHNSON PLAZA  
NEW BRUNSWICK, N.J. 08933-7003

January 20, 2004  
Via Federal Express

Michael D. O'Hara  
14 Herleman Road  
Stewartsville, NJ 08886

Re: New Patent Application Entitled:  
"Radioprotective Compound Coating For Medical Devices"  
Our Ref.: Docket No. CRD-5064

Dear Mike:

Enclosed are the following documents:

1. Copy of the patent application entitled:  
"Radioprotective Compound Coating For Medical Devices"
2. Assignment; and
3. Declaration and Power of Attorney for this Utility Patent Application.

Please review the enclosed application to ensure the technical accuracy of the specification. The specification must enable a person of ordinary skill in the art to make and use the invention, as well as set forth the best implementation of the invention that you are currently aware of.

If all is in order, then please review, sign, and date both the Assignment and Declaration and Power of Attorney in **blue ink** where indicated, and return these documents and the patent application to me as soon as possible in the enclosed envelope. Please note that **the Assignment must also be notarized**.

If minor changes are necessary (i.e., grammatical or typographical), please make the necessary changes in **blue ink** on the enclosed copy of the patent application. Please make sure to **initial and date each change**. Return the changed patent application along with the signed Assignment and Declaration and Power of Attorney to me in the enclosed envelope. The application containing your changes (in **blue ink**) will be filed with the Patent Office. However, if major changes are necessary, please contact me at (732) 524-2518.

Under 37 C.F.R. 1.56, we are obligated to disclose to the U.S. Patent Office any "prior art" of which we are aware. Prior art consists of: (i) any public uses and offers of sale or sales of the invention described in the application; and (ii) publications in this or other countries which describe or relate to the invention

or disclose materials over which the invention would not be considered new or non-obvious. If you are aware of such materials or have questions regarding this duty, please feel free to contact me at the number referenced above.

As a final note, please remember that the enclosed patent application contains **CONFIDENTIAL AND PROPRIETARY INFORMATION INTENDED FOR YOUR REVIEW ONLY**. We trust that you will respect the confidential nature of this material.

If you have any questions, please do not hesitate to call me. Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read 'CJ Evens', written in a cursive style.

Carl J. Evens

CJE:cb  
Enclosures

301 796-0294

Johnson+Johnson

OFFICE OF  
GENERAL COUNSEL

ONE JOHNSON & JOHNSON PLAZA  
NEW BRUNSWICK, N.J. 08933-7003

June 8, 2004  
Via Federal Express

Michael D. O'Hara  
Biological Sciences  
Office of Science and Engineering Laboratories  
Center for Devices and Radiological Health  
Food and Drug Administration  
9200 Corporate Blvd. (HFZ-114)  
Rockville, MD 20850

Re: Patent Application Entitled:  
"Radioprotective Compound Coating for Medical Devices"  
Our Ref.: Docket No. CRD-5064 USANP

Dear Michael:

Enclosed are the following documents:

1. Assignment; and
2. Declaration and Power of Attorney for this Utility Patent Application.

Please review, sign, and date both the Assignment and Declaration and Power of Attorney **in blue ink** where indicated, and return these documents to me as soon as possible in the enclosed envelope. Please note that the **Assignment must also be notarized**.

If minor changes are necessary (i.e., grammatical or typographical), please make the necessary changes **in blue ink** and make sure to **initial and date each change**.

If you have any questions, please do not hesitate to call me at 732-524-2518. Thank you for your cooperation.

Sincerely,

  
Carl J. Evens

CJE:cb  
Enclosures



Johnson & Johnson  
INTERVENTIONAL SYSTEMS

EMPLOYEE SECRECY AGREEMENT

(With Covenant Against Conflicting Employment)

COPY

(NAME OF EMPLOYEE)

Michael D. O'Hara, Ph.D.

(RESIDENCE ADDRESS)

6 Underwood Rd.  
43 Sage Ct. (Local)

(CITY)

Wyncote  
Bedminster

(STATE)

PA  
N. J.

As used in this agreement:

JJIS means Johnson & Johnson Interventional Systems, its successors or assigns, and any of their existing and future divisions or subsidiaries.

I means the employee whose name appears above, also referred to by its use of first person pronouns, such as me and my.

CONFIDENTIAL INFORMATION means information disclosed to me or known by me as a result of my employment by JJIS, not generally known to the trade or industry in which JJIS is engaged, about products, processes, machines, and services of JJIS, including research, development, manufacturing, purchasing, finance, data processing, engineering, marketing, merchandising and selling; and corresponding information about the products, processes, machines, and services of affiliates of JJIS, acquired by me during my employment by JJIS.

INVENTIONS means discoveries, improvements and ideas, whether patentable or not.

CONFLICTING PRODUCT means any product, process, machine, or service of any person or organization other than JJIS in existence or under development which resembles or competes with a product, process, machine, or service upon which I shall have worked during my term of employment with JJIS, and whose use or marketability could be enhanced by application to it of CONFIDENTIAL INFORMATION to which I shall have had access during my employment.

CONFLICTING ORGANIZATION means any person or organization which is engaged in or about to become engaged in research on or development, production, marketing, or selling of a CONFLICTING PRODUCT.

I AM EMPLOYED OR DESIRE TO BE EMPLOYED BY JJIS IN A CAPACITY IN WHICH I MAY RECEIVE OR CONTRIBUTE TO CONFIDENTIAL INFORMATION.

In consideration of my employment by JJIS.

1. I agree to disclose promptly to JJIS all INVENTIONS conceived or made by me whether or not during my hours of employment or with the use of JJIS facilities, materials, or personnel, either solely or jointly with another or others during my employment by JJIS, and related to the actual or anticipated business or activities of JJIS, or related to its actual or anticipated research and development or suggested by or resulting from any task assigned to me or work performed by me for, or on behalf of, JJIS. I assign and agree to assign my entire right, title and interest therein to JJIS.

2. I shall, whenever requested to do so by JJIS, execute any applications, assignments or other instruments which JJIS shall consider necessary, to apply for and obtain Letters Patent in the United States, or any foreign country, or to protect otherwise JJIS interests. These obligations shall continue beyond the termination of my employment with JJIS with respect to INVENTIONS conceived or made by me during my period of employment, and shall be binding upon my executors, administrators, or other legal representatives.

3. I shall not disclose to JJIS or induce JJIS to use any secret or confidential information or material belonging to others, including my former employers, if any.

4. Unless I first secure JJIS written consent, I will not disclose, use, disseminate, lecture upon or publish CONFIDENTIAL INFORMATION of which I become informed during my employment, whether or not developed by me.

5. I will not assert any rights under any INVENTIONS as having been made or acquired by me prior to my being employed by JJIS, unless such INVENTIONS are identified on a sheet attached hereto and signed by me as of the date of this agreement.

6. I will not render services, directly or indirectly, to any CONFLICTING ORGANIZATION in the United States or Canada, for a period of two (2) years after termination of my employment with JJIS, except that I may accept employment with a CONFLICTING ORGANIZATION whose business is diversified and which is, as to that part of its business in which I accept employment, not a CONFLICTING ORGANIZATION, provided JJIS, prior to my accepting such employment shall receive separate written assurances satisfactory to JJIS from such CONFLICTING ORGANIZATION and from me, that I will not render services directly or indirectly, in connection with any CONFLICTING PRODUCT.

7. If I am unable to obtain employment consistent with my training and education, solely because of the provisions of this agreement with respect to employment by a CONFLICTING ORGANIZATION, such prohibition shall bind me only as long as JJIS shall make payments to me equal to my monthly base pay at termination (exclusive of extra compensation and employee benefits) for each month of such unemployment for the period specified in paragraph 6.

8. I will, for each month of such unemployment for which I claim payment, give JJIS a detailed written account of my efforts to obtain employment, and such account will include a statement by me that although I conscientiously sought employment, I was unable to obtain solely because of the provisions of this agreement. I will submit such account within fifteen (15) days following the end of each calendar month of my unemployment, and JJIS shall make a payment to me equal to my monthly base pay at termination.

9. It is understood that JJIS shall, at its option, be relieved of making a monthly payment to me for any month with respect to which I failed to account to JJIS.

10. If after termination of my employment with JJIS, I will obtain other employment but, because of the provisions of this agreement, my position will be such that my gross monthly income will be less than which I last received from JJIS as regular monthly base pay, then JJIS obligation to make payments to me for the period specified in paragraph 6 will be limited to the difference between the amount I last received from JJIS as regular monthly base pay, and the gross monthly income I will receive in my subsequent employment.

11. If JJIS, at any time within the period specified in paragraph 6, following termination of my employment gives me a written release from the obligations of paragraph 6 of this agreement, JJIS will thereafter no longer be obligated to make the payments required according to this agreement.

12. I agree that in the event I am transferred from JJIS to a JOHNSON & JOHNSON subsidiary or affiliate, such transfer shall not operate to terminate or modify this agreement except that the employer corporation to which I am transferred shall be construed for the purpose of this agreement as standing in the same place and stead as "JJIS" as of the date of transfer. However, the promises and obligations of paragraph 6 through 11, as applicable, shall remain binding upon JJIS and me throughout such employment by the JJIS subsidiary or affiliate, the same as if I had continued in the employment of JJIS. It is expressly understood that the two (2) year period provided in paragraph 6 shall commence upon termination of my employment with JJIS and at no subsequent time, irrespective of the duration of my employment by any JJIS subsidiary or affiliate to which a separate two (2) year period shall be applicable.

13. Upon termination of my employment with JJIS, prior to or upon my retirement, I shall turn over to a designated individual employed by JJIS all property then in my possession or custody and belonging to JJIS. I shall not retain any copies or reproductions of correspondence, memoranda, reports, notebooks, drawings, photographs, or other documents relating in any way to the affairs of JJIS or to the affairs of its affiliated companies and which are entrusted to me at any time during my employment with JJIS.

14. I ACKNOWLEDGE HAVING READ EXECUTED AND RECEIVED A COPY OF THIS AGREEMENT, and agree that with respect to the subject matter hereof it is my entire agreement with JJIS, superseding any previous oral or written communications, representations, understandings, or agreements with JJIS or any of its officials or representatives.

15. This agreement shall be interpreted according to the laws of the State of New Jersey.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal, and thereafter JJIS has caused these presents to be signed by a duly authorized officer and its seal affixed this Sept 10 day of 1996.

WITNESSES AS TO EMPLOYEE  
( must be two)

NAME Valerie Mc Peter  
ADDRESS 5000 H St  
CITY Belle Mead STATE NJ  
NAME Melissa Blomkvist  
ADDRESS 24 Central Ave.  
CITY Whitehouse Stn STATE NJ

Mark D. Johnson, Ph.D. (L.S.)  
EMPLOYEE

ATTEST

ASSISTANT SECRETARY

JOHNSON & JOHNSON INTERVENTIONAL SYSTEMS

BY

AUTHORIZED OFFICER